



**SULLIVAN COUNTY LEGISLATURE**  
**Planning, Environmental Management and Real Property Committee**  
**Tuesday, April 19, 2012 ~ 11:00 AM**

**Committee Members: Alan Sorensen (Chair); Cindy Kurpil Gieger (Vice Chair);  
Kathy LaBuda; Cora Edwards; and Ira Steingart**

**AGENDA**

**RESOLUTIONS:**

**COUNTY ATTORNEY - None**

**COUNTY TREASURER –**

- 1. To cancel unenforceable taxes, penalties and interest on parcel owned by the County of Sullivan, located in the Town of Thompson known as Thompson 23.-1-35 & 23.-1-36.**
- 2. To withdraw a parcel from the 2010 Tax Foreclosure Proceeding and to cancel certain taxes.**

**PLANNING – None**

**REAL PROPERTY –**

- 3. To correct the 2010 Tax Roll of the Town of Fallsburg for Tax Map #63.-1-3.8.**
- 4. To correct the 2011 Tax Roll of the Town of Fallsburg for Tax Map #63.-1-3.8.**
- 5. To correct the 2012 Tax Roll of the Town of Fallsburg for Tax Map #63.-1-3.8.**

**DEPARTMENT/PROGRAM UPDATES AND REPORTS:**

County Attorney: - None  
County Treasurer: - Update on Current Issues  
Real Property: - Monthly Deed and Subdivision Report

**DIVISION DISCUSSION ITEMS:**

- HCAP Program, Luiz Aragon, Commissioner

**PUBLIC COMMENTS:**

**RESOLUTION NO \_\_\_\_\_**

**INTRODUCED BY PLANNING, ENVIROMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO CANCEL UNENFORCEABLE TAXES, PENALTIES AND INTEREST ON A PARCEL OWNED BY THE COUNTY OF SULLIVAN, LOCATED IN THE TOWN OF THOMPSON KNOWN AS THOMPSON 23.-1-35 & 23.-1-36**

**WHEREAS**, property located in the Town of Thompson designated on the Sullivan County Real Property Tax Map as Thompson 23.-1-35 & 23.-1-36 was conveyed to The County of Sullivan by deed dated February 29, 2008 and recorded in the Sullivan County Clerk's Office on February 29, 2008 in deed Liber 3451 at Page 127, and

**WHEREAS**, a tax bills for the years 2009; 2011 & 2012 was generated for these parcels, and

**WHEREAS**, the aforementioned parcel owned by the County of Sullivan is exempt from taxation under Section 406 of the Real Property Tax Law of the State of New York, and

**WHEREAS**, these said taxes, penalties and interest are unenforceable, the County Treasurer should cancel any outstanding taxes, penalties and interest due and owing on the aforementioned parcel pursuant to Section 558 of the Real Property Tax Law of the State of New York, and

**NOW, THEREFORE, BE IT RESOLVED**, the County Treasurer is so authorized to cancel the delinquent taxes, penalties and interest assessed to Thompson 23.-1-35 & TH23.-1-36 and charge back the tax to the appropriate tax districts pursuant to Section 558 of the Real Property Tax Law of the State of New York

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

And adopted on motion \_\_\_\_\_, 2012

**RESOLUTION INTRODUCED BY PLANNING, ENVIROMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO WITHDRAW A PARCEL FROM THE 2010 TAX FORECLOSURE PROCEEDING AND TO CANCEL CERTAIN TAXES.**

**WHEREAS**, the County Treasurer is the real property tax Enforcement Officer for the County of Sullivan pursuant to the Real Property Tax Law of the State of New York, and

**WHEREAS**, the County Treasurer commenced the 2010 tax foreclosure proceeding for 2010 taxes on November 1, 2010, and

**WHEREAS**, one parcel, MA 27.A-2-62, meets one or more of the criteria so that it should be withdrawn from the foreclosure proceeding pursuant to Section 1138 of the Real Property Tax Law, and

**WHEREAS**, with regard to said parcel, the County Treasurer has determined that the commencement of supplementary proceedings pursuant to Section 1138(5) of the Real Property Tax Law in the manner provided by Section 990 of the Real Property Tax Law would not be an effective means to enforce collection of the delinquent tax liens at the present time because the property owner is an entity with no apparent assets, and

**WHEREAS**, there is no practical method to enforce the collection of the delinquent tax liens regarding said parcels and that a supplementary proceeding to enforce collection of the taxes would not be effective, and

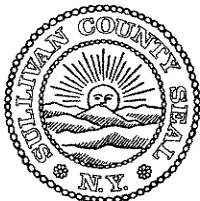
**WHEREAS**, it would be in the best interest of the County to have the County Treasurer execute and file a Certificate of Cancellation and a Certificate of Prospective Cancellation affecting said parcel, and

**WHEREAS**, the County has made the other tax districts whole regarding the delinquent tax liens affecting said parcels, and

**WHEREAS**, it would be in the best interest of the County to charge back to the various municipal corporations the amount so credited or guaranteed,

**NOW, THEREFORE, BE IT RESOLVED**, should the Sullivan County Treasurer execute and file a Certificate of Withdrawal pertaining to MA 27.A-2-62 pursuant to Real Property Tax Law Section 1138(1) then he is hereby authorized to issue a Certificate of Cancellation pursuant to Section 1138(6)(b) and to charge back to the affected municipal corporations the amounts so credited or guaranteed pursuant to Section 1138(6)(c), and to issue a Certificate of Prospective Cancellation pursuant to Section 1138(6)(d), and to file a copy of same with the Assessor of the assessing unit in which said parcel is located, and with the County Director of Real Property Tax Services pursuant to Section 1138(6)(d) of the Real Property Tax Law, thereby making said parcels exempt until this governing body shall determine that said parcel should be restored to the taxable portion of the assessment roll.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2012.



**COUNTY OF SULLIVAN  
LEGISLATIVE MEMORANDUM**

**TO:** County Legislature

**FROM:** Lynda Levine

**Title:** Director

**Department:** Real Property Tax Services

**COMMITTEE WITH JURISDICTION**

- Community & Economic Development     Management & Budget     Public Works  
 Executive     Personnel     Veterans  
 Government Services     Planning, Environmental Management & Real Property  
 Health & Family Services     Public Safety

Check all that apply

**SUBJECT OF RESOLUTION:** Correction of Errors

**PURPOSE OF RESOLUTION:** Correct 2010 tax roll for Town of Fallsburg 63.-1-3.8

**DATE OF FIRST SUBMISSION:** April 19, 2012

**BRIEF DESCRIPTION:** Correct the 2010 tax roll for the Town of Fallsburg due to an error in essential fact.

**COSTS TO OTHER COUNTY PROGRAMS:** NONE

Mandated     Budgeted     Budget Revision Necessary

**FINANCIAL IMPACT:**

**Proiection:**

	YR1	YR2	YR3	YR4
County Cost	\$ 103.65	\$	\$	\$
State Funds	\$	\$	\$	\$
Federal Funds	\$	\$	\$	\$
Other	\$ 148.64	\$	\$	\$
Total	\$ 252.29	\$	\$	\$

**If NONE check here:**

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO  
CORRECT THE 2010 TAX ROLL OF THE TOWN OF FALLSBURG  
FOR TAX MAP #63.-1-3.8**

**WHEREAS**, an application dated March 7, 2012 having been filed by Harry and Audra Armorer with respect to property assessed to said applicant on the 2010 tax roll of the Town of Fallsburg Tax Map #63.-1-3.8 pursuant to Section 556 of the Real Property Tax Law, to correct an error in essential fact on said tax roll resulting from incorrect entry on the taxable portion of the assessment and tax roll of the assessed valuation of an improvement to real property that had been removed prior to the taxable status date for the applicable assessment roll; and

**WHEREAS**, the Director of Real Property Tax Services has duly investigated the application and filed her report dated March 21, 2012 recommending this Board approve said application; and

**WHEREAS**, this Board has duly examined the application and report and does find as follows:

(a) That the application be approved because of an error in essential fact.

**NOW, THEREFORE, BE IT RESOLVED**, that the application be approved upon the grounds herein set forth; and

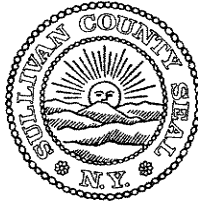
**BE IT FURTHER RESOLVED**, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

**BE IT FURTHER RESOLVED**, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a releived school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by \_\_\_\_\_,

Seconded by \_\_\_\_\_,

and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2012.



**COUNTY OF SULLIVAN  
LEGISLATIVE MEMORANDUM**

**TO:** County Legislature

**FROM:** Lynda Levine

**Title:** Director

**Department:** Real Property Tax Services

**COMMITTEE WITH JURISDICTION**

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Community & Economic Development | <input type="checkbox"/> Management & Budget   | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Executive                        | <input type="checkbox"/> Personnel   | <input type="checkbox"/> Veterans     |
| <input type="checkbox"/> Government Services              | <input checked="" type="checkbox"/> Planning, Environmental Management & Real Property |                                       |
| <input type="checkbox"/> Health & Family Services         | <input type="checkbox"/> Public Safety   |                                       |

Check all that apply

**SUBJECT OF RESOLUTION:** Correction of Errors

**PURPOSE OF RESOLUTION:** Correct 2011 tax roll for Town of Fallsburg 63.-1-3.8

**DATE OF FIRST SUBMISSION:** April 19, 2012

**BRIEF DESCRIPTION:** Correct the 2011 tax roll for the Town of Fallsburg due to an error in essential fact.

**COSTS TO OTHER COUNTY PROGRAMS:** NONE

Mandated     Budgeted     Budget Revision Necessary

**FINANCIAL IMPACT:**

<b>Projection:</b>	YR1	YR2	YR3	YR4
County Cost	\$ 109.22	\$	\$	\$
State Funds	\$	\$	\$	\$
Federal Funds	\$	\$	\$	\$
Other	\$ 155.31	\$	\$	\$
Total	\$ 264.53	\$	\$	\$

**If NONE check here:**

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO  
CORRECT THE 2011 TAX ROLL OF THE TOWN OF FALLSBURG  
FOR TAX MAP #63.-1-3.8**

**WHEREAS**, an application dated March 7, 2012 having been filed by Harry and Audra Armorer with respect to property assessed to said applicant on the 2011 tax roll of the Town of Fallsburg Tax Map #63.-1-3.8 pursuant to Section 556 of the Real Property Tax Law, to correct an error in essential fact on said tax roll resulting from incorrect entry on the taxable portion of the assessment and tax roll of the assessed valuation of an improvement to real property that had been removed prior to the taxable status date for the applicable assessment roll; and

**WHEREAS**, the Director of Real Property Tax Services has duly investigated the application and filed her report dated March 21, 2012 recommending this Board approve said application; and

**WHEREAS**, this Board has duly examined the application and report and does find as follows:

(a) That the application be approved because of an error in essential fact.

**NOW, THEREFORE, BE IT RESOLVED**, that the application be approved upon the grounds herein set forth; and

**BE IT FURTHER RESOLVED**, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

**BE IT FURTHER RESOLVED**, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by \_\_\_\_\_,

Seconded by \_\_\_\_\_,

and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2012.



**COUNTY OF SULLIVAN  
LEGISLATIVE MEMORANDUM**

**TO:** County Legislature

**FROM:** Lynda Levine

**Title:** Director

**Department:** Real Property Tax Services

**COMMITTEE WITH JURISDICTION**

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Community & Economic Development | <input type="checkbox"/> Management & Budget   | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Executive                        | <input type="checkbox"/> Personnel   | <input type="checkbox"/> Veterans     |
| <input type="checkbox"/> Government Services              | <input checked="" type="checkbox"/> Planning, Environmental Management & Real Property |                                       |
| <input type="checkbox"/> Health & Family Services         | <input type="checkbox"/> Public Safety   |                                       |

Check all that apply

**SUBJECT OF RESOLUTION:** Correction of Errors

**PURPOSE OF RESOLUTION:** Correct 2012 tax roll for Town of Fallsburg 63.-1-3.8

**DATE OF FIRST SUBMISSION:** April 19, 2012

**BRIEF DESCRIPTION:** Correct the 2012 tax roll for the Town of Fallsburg due to an error in essential fact.

**COSTS TO OTHER COUNTY PROGRAMS:** NONE

Mandated     Budgeted     Budget Revision Necessary

**FINANCIAL IMPACT:**

**Proiection:**

	YR1	YR2	YR3	YR4
County Cost	\$ 107.51	\$	\$	\$
State Funds	\$	\$	\$	\$
Federal Funds	\$	\$	\$	\$
Other	\$ 157.11	\$	\$	\$
<b>Total</b>	<b>\$ 264.62</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**If NONE check here:**



**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO  
CORRECT THE 2012 TAX ROLL OF THE TOWN OF FALLSBURG  
FOR TAX MAP #63.-1-3.8**

**WHEREAS**, an application dated March 30, 2012 having been filed by Harry and Audra Armorer with respect to property assessed to said applicant on the 2012 tax roll of the Town of Fallsburg Tax Map #63.-1-3.8 pursuant to Section 556 of the Real Property Tax Law, to correct an error in essential fact on said tax roll resulting from incorrect entry on the taxable portion of the assessment and tax roll of the assessed valuation of an improvement to real property that had been removed prior to the taxable status date for the applicable assessment roll; and

**WHEREAS**, the Director of Real Property Tax Services has duly investigated the application and filed her report dated April 9, 2012 recommending this Board approve said application; and

**WHEREAS**, this Board has duly examined the application and report and does find as follows:

(a) That the application be approved because of an error in essential fact.

**NOW, THEREFORE, BE IT RESOLVED**, that the application be approved upon the grounds herein set forth; and

**BE IT FURTHER RESOLVED**, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

**BE IT FURTHER RESOLVED**, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by \_\_\_\_\_,

Seconded by \_\_\_\_\_,

and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2012.

## S.C.R.P.T.S. DEED/SUBDIVISION REPORT

MONTH OF		March		2012				DEEDS		SUBDIVISION LOTS	
SUBDIVISION LOTS	DEEDS	TOWN	MONTH	2011	2012	2011	2012				
	16	BETHEL	JANUARY	198	220	0	6				
	11	CALLICOON	FEBRUARY	194	195	4	4				
	3	COCHECTON	MARCH	188	179	20	16				
	5	DELAWARE	APRIL	199		8					
9	31	FALLSBURG	MAY	153		31					
	7	FORESTBURGH	JUNE	262		2					
	3	FREMONT	JULY	264		6					
	5	HIGHLAND	AUGUST	400		410					
3	20	LIBERTY	SEPTEMBER	244		2					
	14	LUMBERLAND	OCTOBER	198		8					
	23	MAMAKATING	NOVEMBER	239		7					
2	8	NEVERSINK	DECEMBER	198		6					
2	5	ROCKLAND	TOTAL	2737	594	504	26				
	25	THOMPSON									
	3	TUSTEN									
16	179	594 NEW DEEDS FILED IN 2012									
		26 NEW SUBDIVISION LOTS FILED IN 2012									

This report reflects the number of deeds recorded in the County Clerks office for March 2012.

3 County Auction Deed were included in the total deeds for the month of March 2012.

9 units of the 16 Subdivision lots total for March 2012 were Condos.

# S.C.R.P.T.S. E-911 ADDRESS REPORT

MONTH OF MARCH 2012						ADDRESS VERIFICATION & OTHER ISSUES	
NEW E-SITES ADDED	ADDRESS VERIFICATIONS ETC	TOWN	NEW E-SITES ADDED				
		BETHEL	MONTH	2011	2012	2011	2012
		CALLICOON	JANUARY		12		79
1		COCHECTON	FEBRUARY		19		47
		DELAWARE	MARCH		94		18
84		FALLSBURG	APRIL				
1		FORESTBURGH	MAY				
		FREMONT	JUNE				
		HIGHLAND	JULY				
		LIBERTY	AUGUST				
		LUMBERLAND	SEPTEMBER				
8		MAMAKATING	OCTOBER				
		NEVERSINK	NOVEMBER				
		ROCKLAND	DECEMBER				
2		THOMPSON	TOTAL				
		TUSTEN					
96	18				125	0	144
			<b>125 New E-Sites added in 2012</b>				
			<b>144 Address verification, address changes, and other issues, 2012</b>				

This report reflects the number of new E-Sites created in March 2012 as well as the # of address verifications, etc.  
 Other issues include road name issues, address changes and corrections, etc.

## Deed Records for 2012

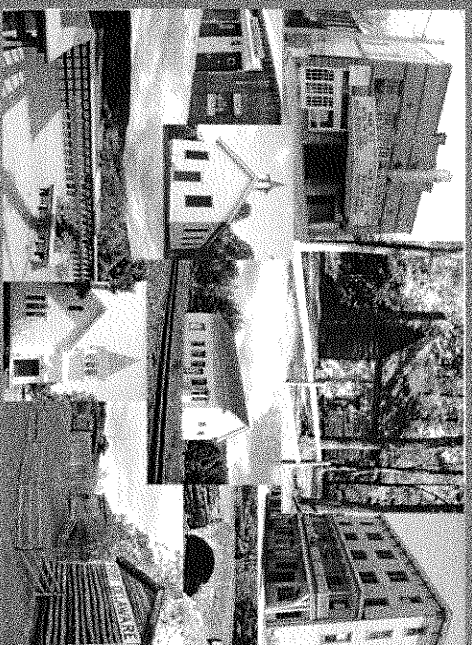
Month Town	January			February			March			April		
	Deeds Processed	Parcels Conveyed	Parcels Combined	Deeds Processed	Parcels Conveyed	Parcels Combined	Deeds Processed	Parcels Conveyed	Parcels Combined	Deeds Processed	Parcels Conveyed	Parcels Combined
Bethel	23	34		22	23	10	11	69	3			
Gallicocon	15	17		7	10	2	7	14				
Cochecton	4	4		5	6	2	5	10				
Delaware	9	10	5	6	7		6	7				
Fallsburg	45	47	2	23	35	16	39	88	7			
Forestburgh	9	9		2	2		7	9				
Fremont	11	16		6	7		3	6	10			
Highland	9	13		5	11	3	12	18				
Liberty	29	36	10	15	15	2	31	145	12			
Lumberland	6	8		4	10	6	15	31	4			
Mamakating	31	46		14	14	10	37	121	23			
Neversink	15	16		11	13	2	8	15	2			
Rockland	7	10		8	11	4	14	26	4			
Thompson	32	36		33	39	2	26	117				
Tusten	12	12		1	1	4	4	5	11			
<b>Total</b>	<b>257</b>	<b>314</b>	<b>17</b>	<b>162</b>	<b>204</b>	<b>63</b>	<b>225</b>	<b>681</b>	<b>76</b>			

# Historic and Cultural Assistance Program

Sullivan County Division of  
Planning and Environmental  
Management

# History

- Originally the Economic Development Assistance Program became HCAP in 2007
- The concept was first put forward in *"Rebuilding Sullivan County"*



# History

- Over the years, the programs have funded over \$300,000 and leveraged over \$300,000 in matching funds.
- Due to HCAP's success, the County Legislature has annually approved additional rounds of funding.

# Objectives

- To assist smaller economic development or tourism related projects at the municipal level throughout Sullivan County.
- Through the HCAP, the necessary gap financing to assist in completing these projects will be provided.



# Guidelines

- Grants in amounts up to \$3,000
- Requires a 50% match
- Sweat equity/in-kind match is acceptable

# Projects

## Sharoff Park, Monticello

Bluestone walkway  
Asphalt driveway

Total Project:  
\$30,878.63  
HCAP Portion:  
\$1,500.00



# Projects

## Circle Park, Glen Spey

Partitions in the  
bathroom facilities  
Soap and  
towel dispensers

Total Project:  
\$3834.76  
HCAP Portion:  
\$1,917.38



# Projects

## Eddie Adams Farm, Weekend of Chamber Music, Jeffersonville

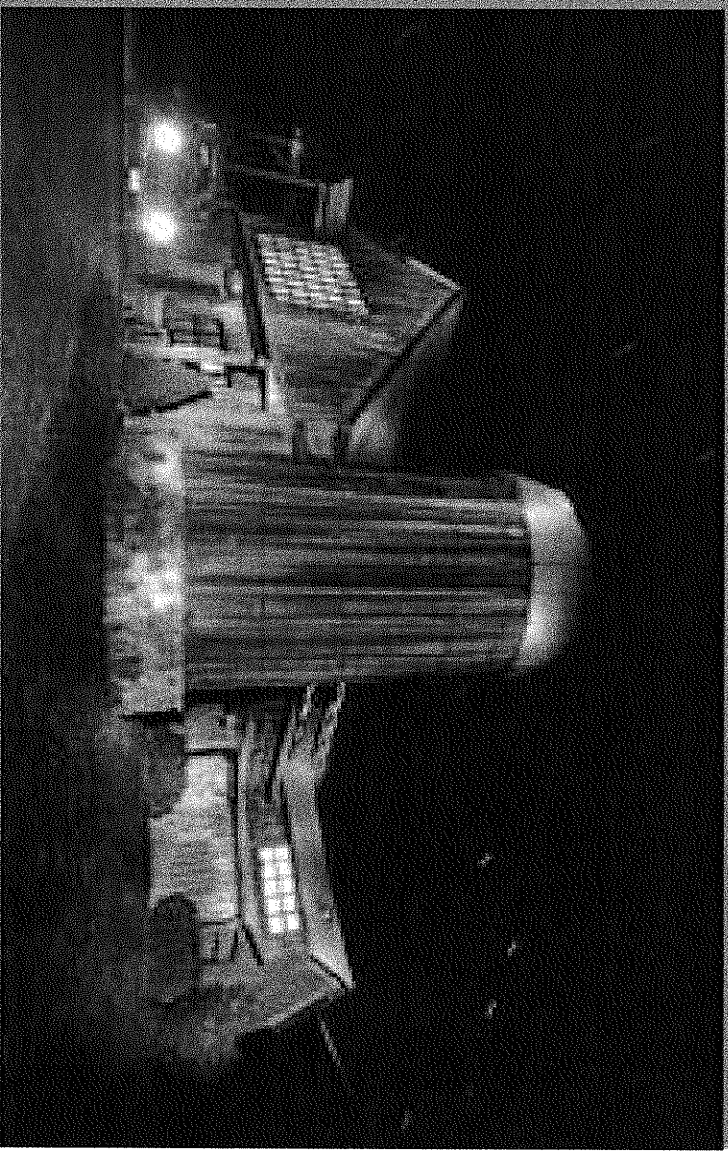
Parking lot drainage

Total Project:

\$1,000.00

HCAP Portion:

\$500.00



# Administration

- Marketing of the program is through the Legislature
- Administered through the Division of Planning and Environmental Management
- Applications received directly by Planning and verified with the appropriate legislator
- Awards issued on a rolling basis after approval from appropriate legislator

## Where we are now

- Even with reductions in the budget and smaller grants being awarded, the program has continued to be popular, and interest in the program's funding remains strong
- Budget of \$4,750 for 2012
- Two applications received for 2012
  - Town of Lumberland - \$1,500 (Emergency Generator)
  - Town of Tusten - \$1,500 (Big Eddy Esplanade)

Questions?

**HISTORICAL & CULTURAL  
ASSISTANCE PROGRAM**

**SMALL GRANT GUIDELINES**



**Sullivan County Legislature**  
County Government Center  
100 North Street  
Monticello, New York 12701



## **Table of Contents**

<b>1.0</b>	<b>PURPOSE</b>	<b>1</b>
<b>2.0</b>	<b>OBJECTIVES</b>	<b>1</b>
<b>3.0</b>	<b>HISTORIC AND CULTURAL ASSISTANCE PROGRAM GRANTS</b>	<b>1</b>
<b>4.0</b>	<b>ELIGIBILITY</b>	<b>2</b>
<b>5.0</b>	<b>RATING CRITERIA</b>	<b>3</b>
<b>6.0</b>	<b>PRIORITY LIST/RANKING ORDER OF APPLICANTS</b>	<b>3</b>
<b>7.0</b>	<b>APPLICATION PROCESS</b>	<b>3</b>
<b>8.0</b>	<b>APPLICATION FORM</b>	<b>4</b>
<b>9.0</b>	<b>SAMPLE CONTRACT</b>	<b>6</b>
<b>10.0</b>	<b>COMPLIANCE WITH APPLICABLE LAWS</b>	<b>14</b>

---

## 1.0 BACKGROUND

The concept of creating the Historic and Cultural Assistance Program (HCAP) was first put forward in "*Rebuilding Sullivan County*" the report that provided a blueprint of economic development programs needed to jumpstart the economy. On October 16, 1997 the Sullivan County Legislature formally adopted "New Partners/New Beginnings," the County's first economic development strategy. At the request of the County Legislature, HCAP combined \$100,000 in funds from a \$2.0 million State grant to Sullivan County with an additional \$100,000 in matching funds from the County's budget to create a pool of \$200,000. This amount was used to fund a myriad of projects for the first two years after the program's establishment. Due to HCAP's success, the County Legislature annually approves additional rounds of funding.

## 2.0 OBJECTIVES

The purpose of the *Historic and Cultural Assistance Program* (HCAP) is to assist smaller economic development or tourism related projects at the municipal level throughout Sullivan County. For some time several projects designed to foster cultural, economic development and tourism within towns and villages have been underway. While these projects may have already done their project design, planning and, in some cases, already have undergone partial construction, they are still in need of an infusion of funds to bring them to completion. Through the HCAP, the necessary gap financing to assist in completing these projects will be provided.

## 3.0 HISTORIC AND CULTURAL ASSISTANCE PROGRAM GRANTS

Historic and Cultural Assistance Program (HCAP) grants will be awarded up to a maximum of \$3,000<sup>1</sup>; however, HCAP assistance toward the cost of projects shall not exceed 50% of the approved project/program cost. Matching requirements for the HCAP grant can include in-kind services by municipalities or organizations, state and federal funding, donations of materials from private businesses and not-for-profit sweat equity.

### 3.1 Availability of Funds

The HCAP is a reimbursement program. To receive funds, an applicant (municipality or not-for-profit agency or organization) must submit an application, along with two (2) formal cost estimates (and supporting architectural drawings, if applicable) to the *Division of Planning and Environmental Management* at the County Government Center.

If approved, participants must document expenditures and the required match to receive reimbursement. Where a project involves the purchase of construction materials, HCAP funds may be awarded upon receipt of the appropriate documentation of materials cost. Generally speaking, upon receipt of the appropriate documentation, payment will be received within a reasonable period of time.

---

<sup>1</sup> Projects or programs completed prior to the establishment of this program shall not be eligible for retroactive grants. The County reserves the right to award grants exceeding \$3,000 in exceptional cases and if sufficient funds are available.

## **4.0 ELIGIBILITY**

In order to be eligible for HCAP grant monies, the proposed activity must be located within Sullivan County and the project sponsor must also be able to demonstrate that they have the resources needed to carry the project through to fruition. The applicant must state the need for HCAP funds as it relates to their ability to undertake and complete the proposed project. Applicants that have undertaken feasibility studies or that have a demonstrated track record of advancing the project forward shall be given priority. The following are among those types of activities that are eligible for funding under the HCAP.

### **4.1 Renovation of Locally Significant or Historic Structures<sup>2</sup>**

Projects that involve the renovation of locally significant or historic properties and that will advance local economic development or tourism initiatives are eligible for HCAP funding. Examples include the restoration of historic train stations, theaters (municipal or not-for profit), covered or stone arch bridges, or similar structures that serve as a prominent reminder of the community's history.

### **4.2 Creation or Expansion of Museums**

The greater the variety of cultural resources available to tourists that visit the County, the greater our attraction will be as a tourist destination. With that in mind, the County encourages not-for-profit groups and municipalities to submit applications for the creation or expansion of museums throughout the County. For established programs, applicants need only demonstrate their proposed plans for expansion and a brief description of the organization's history. For proposed museums, a feasibility study that supports the viability of the proposed museum is required as part of the application process.

### **4.3 Cultural Attractions**

Projects that will enhance the viability of existing cultural attractions, including the performing arts, local not-for-profit theater companies, etc., are eligible for HCAP funding. Applicants should describe how the infusion of HCAP funding will help them to further a long-range project that the group would likely be unable to undertake without HCAP funds.

### **4.4 Other projects**

Those deemed by the Sullivan County Legislature to further the overall objective of the program.

---

<sup>2</sup> Historic structures include those that are on the state or national register of historic places or that are eligible for historic register status.

**5.0 RATING CRITERIA**

The Historic and Cultural Assistance Program (HCAP) reserves the right to approve or disapprove each application. Furthermore, ALL IMPROVEMENTS WILL BE IN CONFORMANCE WITH THE EXISTING LOCAL AND STATE BUILDING CODES. The following criteria will be used to rate applications:

- |   |      |
|---|------|
| 1. Demonstrated Ability to Complete Project                               | 0-10 |
| 2. State/National Register Eligible Property                              | 0-10 |
| 3. Project will result in new tourist attraction                          | 0-10 |
| 4. Project will result in the creation of new jobs                        | 0-10 |
| 5. Project will enhance economic viability of existing tourist attraction | 0-10 |
| 6. Ability to undertake project in reasonable period of time              | 0-10 |
| 7. Length of season of proposed activity                                  | 0-10 |
| 8. Other factors as determined by the Sullivan County Legislature         | 0-10 |

**6.0 PRIORITY LIST/RANKING ORDER OF APPLICANTS**

Generally, projects in towns or villages that demonstrate the support of local economic development and/or tourism initiatives shall be given first priority. Priority will also be given to the following:

1. Projects that are underway and need the infusion of additional monies to be completed.
2. Projects sponsored by well-established not-for-profit organizations that will enhance their overall viability.
3. Projects sponsored by the municipality for which local matching funds are to be made available.
4. Projects that are part of a locally sponsored economic development initiative.

**7.0 APPLICATION PROCESS**

Applicants will be asked to describe the proposal, show how the proposal will enhance the quality of life in Sullivan County and explain the time frame of the proposal. Applications will be submitted to the **Sullivan County Division of Planning and Environmental Management, County Government Center, 100 North Street, Monticello, NY 12701**. The County reserves the right to amend these guidelines in cases of specific need or impact.

**8.0 APPLICATION FORM**

**COUNTY OF SULLIVAN  
HISTORIC AND CULTURAL ASSISTANCE PROGRAM  
APPLICATION FORM**

Date: \_\_\_\_\_

**Applicant Information**

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Project Information**

1. Project Title: \_\_\_\_\_

2. Location: \_\_\_\_\_

3. Describe the special project your organization plans to undertake for which you are requesting funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How will the project enhance tourism or economic development?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. What is the length of your season? (check one)

- \_\_\_\_\_ Open 3-4 months per year
- \_\_\_\_\_ Open 5-7 months per year
- \_\_\_\_\_ Open 8+ months per year

6. When will this program begin and how long will it continue if fully funded?

\_\_\_\_\_

7. What amount of money are you requesting through this program for the above project?

\_\_\_\_\_

8. What is the total project cost?

\_\_\_\_\_

---

9. Please attach a separate sheet showing: a) breakdown of costs, and b) proposed sources of funding for the total project, including in-kind services.

10. Please give a list of prior investment or funds raised:

---

---

---

---

Note: In addition to the requirements above, please make sure this application is accompanied by a photograph(s) showing existing condition of property and two (2) formal cost estimates from separate contractors for the work proposed.

By execution of this application, the applicant represents that it has the authority and capability to carry out the proposed project.

\_\_\_\_\_  
Applicant's Signature

9.0 SAMPLE CONTRACT

**AGREEMENT  
COUNTY OF SULLIVAN WITH**

---

This agreement is made as of \_\_\_\_\_, between the County of Sullivan ("County"), a municipal corporation with offices at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, and \_\_\_\_\_ ("Contractor"), \_\_\_\_\_.

**1. SERVICES**

The Contractor shall perform the services described in the attached Schedule of Services during the period from \_\_\_\_\_.

**2. PAYMENTS**

The County shall pay the Contractor an amount not to exceed \$\_\_\_\_\_. Unless specifically agreed otherwise, payment shall be made after submission to the Commissioner of Planning by the Contractor of a voucher which includes expenses, prepared on a duly certified County form itemizing the services and the charges therefore, and audit by the County.

Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.

**3. DOCUMENTATION**

In order for the Contractor to be eligible for the receipt of payments provided in Section No. 2 above, the Contractor must submit documentation to the Division of Planning and Environmental Management. Required documentation from the Contractor to the County shall include, but not be limited to: (a) a mission statement, (b) a copy of incorporation documents, along with updated bylaws and a listing of individuals that comprise their governing board, (c) an audit of their financial records, performed by an independent auditor, licensed as a certified public accountant eligible to perform such services in the State of New York, (d) an annual plan that establishes clearly defined goals and sets specific annual performance targets or performance measures, (e) a statement of specific detailed services that the organization shall perform contractually for the County associated with the appropriation requested, (f) documentation to support an analysis of their performance as compared to their mission and annual plan. In addition, the Contractor shall submit a certified copy of all minutes of their governing board with the Clerk of the Sullivan County Legislature that will be made available for public review, as a condition of continued eligibility for the receipt of the appropriation.

In the event that the Contractor fails to comply with any portion of this Section, the County

SAMPLE CONTRACT

will be under no obligation to remit any payments to the Contractor.

**4. REPRESENTATIONS OF CONTRACTOR**

The Contractor represents and warrants to the County that the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform this agreement; that the Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government; that no officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this agreement and receiving payment therefore; that the Contractor's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

**5. APPROPRIATIONS**

If this agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

**6. AUDIT**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.



SAMPLE CONTRACT

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four years after the furnishing of the services provided under this agreement, the Contractor will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the Contractor carries out the duties of the agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

7. **INSURANCE**

The Contractor shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation Statutory and Disability Benefits	
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County

SAMPLE CONTRACT

for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 6 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

**8. INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents against all claims, liabilities, damages, costs, and expenses (including but not

SAMPLE CONTRACT

limited to reasonable counsel fees and the costs of litigation or settlement) arising from any negligent act or omission or willful misconduct of the Contractor, its employees, representatives, subcontractors, assignees, or agents, in any way associated with the performance of services pursuant to this agreement.

**9. MONITORING OF PERFORMANCE**

The County shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

**10. ASSIGNMENT AND SUBCONTRACTING**

This agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the County.

**11. INDEPENDENT CONTRACTOR**

The Contractor agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason of this agreement, and that they will not, by reason of this agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. It shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services under this agreement.

**12. DEFAULT**

The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation

SAMPLE CONTRACT

or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this agreement. These remedies are cumulative.

**13. TERMINATION**

The County may, by written notice to the Contractor effective upon mailing, terminate this agreement at any time upon the Contractor's default. Either party may terminate this agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this agreement, (2) not incur any further obligations pursuant to this agreement after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

If the County terminates this agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.

Notwithstanding any other provisions of this agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

**14. MODIFICATION**

This agreement may be modified only by a writing signed by both parties.

---

**15. NOTICES**  
**SAMPLE CONTRACT**

All notices required by this agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the County Manager, with a copy to the Sullivan County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

**16. NON-DISCRIMINATION**

The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a non-discriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

**17. GOVERNING LAW**

This agreement shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.

SAMPLE CONTRACT

**18. AUTHORIZATION**

This agreement is authorized by Resolution No. 515-10, adopted by the Sullivan County Legislature on November 18, 2010.

\_\_\_\_\_

By: \_\_\_\_\_

**COUNTY OF SULLIVAN**

By: **David P. Fanslau, County Manager**

**APPROVED AS TO FORM**

By: **Assistant County Attorney**

## **10.0 COMPLIANCE WITH APPLICABLE LAWS**

### **Affirmative Action/Equal Employment Opportunity**

Sullivan County is committed to programs of Affirmative Action. Article 15A of the Executive Law pertains to Minority and Women-owned Business Enterprises (MWBE) Equal Employment Opportunity (EEO). Municipalities will be required to document and certify their compliance with these regulations.

### **Environmental Review**

Before the Historic and Cultural Assistance Program Committee takes any action to award a grant, the requirements of the State Environmental Quality Review Act shall be met, where applicable.

### **Historic Review**

Any project that involves a building that is listed on the State/National Register must conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Approval of the scope of proposed work by the New York State Historic Preservation Office shall be required for all structures on the State/National Register.

### **Building Code Requirements**

All projects will need to comply with the Uniform Fire Prevention and Building Code and the American with Disabilities Act. A letter from the municipal building inspector or code enforcement officer stating that such conditions have been met shall accompany the application.

### **Timeframe**

Once the HCAP has concluded that the proposed project meets its program guidelines, a letter of agreement (including project budget, performance timeline and scope of work) will be written between the applicant and the HCAP. Final construction documents will require HCAP review before work can begin.

**RESOLUTION NO. 515-10 INTRODUCED BY THE PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO AUTHORIZE CONTRACTS FOR THE HISTORICAL AND CULTURAL ASSISTANCE PROGRAM (HCAP)**

**WHEREAS**, the Sullivan County Legislature established and allocated funding for the creation of the Economic Development Assistance Program (EDAP) in 1998; and

**WHEREAS**, the Sullivan County Legislature changed the name of the program in 2007 to the Historical and Cultural Assistance Program (HCAP); and

**WHEREAS**, funds have been allocated in subsequent years to continue the HCAP; and

**WHEREAS**, the Sullivan County Legislature has authorized that \$4,750.00 be allocated in FY2009 and that \$4,750.00 be allocated for FY2010; and

**WHEREAS**, eligible program activities include renovation of locally historic structures, creation or expansion of museums and enhancing the viability of existing cultural attractions; and

**WHEREAS**, the Sullivan County Legislature approved the administration of the program by the Division of Planning & Environmental Management (DPEM), and pursuant to Resolution No. 219-07 adopted on May 17, 2007.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature enables the County Manager to enter into a contract with applicants for projects that meet the guidelines of the HCAP as reviewed and selected by the Division of Planning and Environmental Management in such a form as approved by the County Attorney.

**BE IT FURTHER RESOLVED**, that the authority granted to the DPEM and the County Manager herein is subject to annual appropriations by the Legislature for the HCAP.

**Moved by Mrs. Binder, seconded by Mr. Sager, put to a vote with Mr. Armstrong absent and unanimously carried and declared duly adopted on motion November 18, 2010.**



**RESOLUTION NO 219-07 INTRODUCED BY THE PLANNING AND COMMUNITY DEVELOPMENT/MOBILITY MANAGEMENT COMMITTEE TO CHANGE THE NAME OF THE ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM (EDAP) TO THE HISTORICAL AND CULTURAL ASSISTANCE PROGRAM (HCAP)**

**WHEREAS**, the Sullivan County Legislature established and allocated funding for the creation of EDAP in 1998; and

**WHEREAS**, additional funds have been allocated in subsequent years to continue the program; and

**WHEREAS**, the Sullivan County Legislature has recommended that \$10,000 be allocated in FY2007; and

**WHEREAS**, eligible program activities include renovation of locally historic structures, creation or expansion of museums and enhancing the viability of existing cultural attractions; and

**WHEREAS**, the name HCAP more accurately reflects the eligible program activities than EDAP.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby approves changing the name of the Economic Development Assistance Program (EDAP) to the Historical and Cultural Assistance Program (HCAP) and said program shall be administered by the Division of Planning & Environmental Management.

**Moved by Mr. Rouis, seconded by Mr. Hiatt, put to a vote, unanimously carried and declared duly adopted on motion May 17, 2007.**